

MEMORANDUM OF UNDERSTANDING
between
Fleet Management, General Services Administration
and the
United States Army Alaska

I. Purpose:

This memorandum of understanding updates and summarizes the basic GSA Fleet Management services to be provided to the United States Army Alaska (USARAK) at Forts Richardson, Wainwright and Greely, Alaska. The original Memorandum, signed in December of 1986, is outdated and does not reflect the current relationship. This memorandum may be updated as necessary by the signatories or their appropriate successors.

A. Summary of Consolidation. USARAK consolidated Army owned vehicles with GSA Fleet Management (Fleet). Fleet provided USARAK with vehicles and replaced these vehicles in accordance with the original agreement and the Federal Property Management Regulations 101-38 and 39.

B. GSA/Fleet Management. GSA's servicing Fleet Management Center is located in Anchorage, AK. The Alaska Fleet Management Center also has a Fleet Service Representative located in Fairbanks, AK. The policies and procedures governing the economical and efficient management and control of Government-owned motor vehicles are located in FPMR 101-38. The operating procedures applicable to the GSA's Fleet Management are located in FPMR 101-39. Changes in local policy, procedures, and levels of service will be discussed prior to implementing changes. Vehicle maintenance will be performed by commercial vendors. GSA will ensure that all employees and contractors register with USARAK authorities and abide by Army regulation, state and Federal law.

II. GSA/Fleet Management Agrees to:

Provide vehicles within its capacity as needed and requested by USARAK. Fleet will also provide maintenance and repairs, fuel and other petroleum products required for the operation of Fleet vehicles. Rental rates will be charged as specified in the GSA Regional Bulletin applicable at the time. Charges are inclusive of the basic provisions stated above and are assessed by adding the base monthly rate plus the per-mile rate for each Fleet vehicle assigned to the agency. Accident damage, incident damage and vehicle damage caused by other than fair-wear-and-tear will be billed to the agency in accordance with FPMR 101-39.4. Fleet will provide a monthly billing to USARAK with separate line items and coding for vehicle use and vehicle damage.

- A. Vehicle Transfer, Acquisition, and Replacement. Pursuant to the requirements of Part III of the original 1986 Memorandum of Understanding, Fleet accepted ownership of the motor vehicles and equipment specified on the original inventory listing. Fleet has provided comparable vehicles to USARAK on long-term assignment. Any unique vehicle requirements specified by USARAK will be fulfilled by fleet if available, or by USARAK commercial leasing arrangements. The cost of transporting vehicles outside the local area will be the responsibility of USARAK. Fleet will coordinate any future changes in the numbers and types of vehicle replacements needed annually.
- B. Maintenance and Repair Services. Maintenance and repairs will be performed by commercial vendors under the guidance provided in the vehicle operator's packet provided with each, Fleet vehicle. Commercial wrecker service will be provided for Fleet vehicles as described in the operator's packet.
- C. Fuel and Other Petroleum Products. Fleet will provide and assign a U.S. Government Fleet Services Card to each vehicle. The card will facilitate automated, self-service fueling at commercial and AAFES fuel outlets. Fleet vehicles may also be given access to the Army on post refueling facilities at Forts Richardson, Wainwright, and Greeley. Although commercial sources and electronic commerce are the preference, Fleet agrees to reimburse the Army for all fuels dispensed to Fleet vehicles.
- D. Service Problems and Agreement Termination. Fleet will attempt to resolve any service problems identified by USARAK. In the event that identified problems cannot be resolved to the mutual satisfaction of both agencies, this agreement may be terminated under the conditions set forth in Part III, paragraph H.
- E. Compliance with OMB Circular A-76 Policies. Under GSA management, the consolidated vehicles will be maintained by the commercial sector.

III. USARAK Agrees to:

Transfer of ownership of 607 motor vehicles was accomplished as agreed in the 1986 Memorandum of Understanding.

- A. Access to Post. USARAK agrees to allow GSA employees, vendors, contractors and visitors on post to perform Fleet related business, to include access for the purpose of public vehicle auctions.

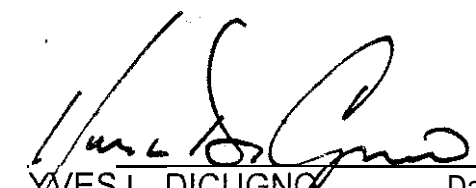
- B. Personnel Transfers. USARAK agrees that personnel transfers were accomplished as agreed in the original 1986 Memorandum of Understanding.
- C. Procedures and Forms. USARAK agrees to follow Fleet procedures and to properly complete and submit as required GSA Form 494 (Monthly Vehicle Users Reports), GSA Form 3478 (Motor Vehicle Service Authorization), and the GSA Form 1627 (Motor Vehicle Accident Reporting Kit). Electronic reporting as allowed by Fleet regulations is the preferred alternative for the GSA Form 494 listed above.
- D. Maintenance and Repairs. USARAK may provide fuel to Fleet vehicles located at Forts Richardson, Wainwright, and Greeley and will bill monthly under the agreement in effect at that time. Commercial sources and electronic commerce are acknowledged as GSA's preferred method of doing business. USARAK agrees to coordinate all maintenance and repairs to Fleet vehicles with Fleet's Maintenance Control Centers (MCC) in accordance with the guidance provided in the vehicle operator's packet. Preventive maintenance shall be performed at intervals specified by Fleet notices (GSA Form 3478). USARAK agrees to pay any charges associated with all unauthorized repairs and improper purchases attributable to Army personnel.
- E. Accidents and Vehicle Damage. USARAK agrees to pay all costs related to accident damage and improper vehicle use or care, except when a third party was at fault and can be identified, the damage was due to Fleet vehicle mechanical failure, or the damage resulted from normal wear and tear as expected in the operation of a similar vehicle. (Reference FPMR 101-39.406). Accidents will be handled in accordance with instructions provided on the GSA Form 1627 (Motor Vehicle Accident Reporting Kit) and the guidance provided in the vehicle operator's packet provided with every vehicle. Additional Forms and packets may be obtained from the servicing Fleet Management Center. Repairs for non-accident damage will be handled as directed by the servicing Fleet Management Center and/or as directed by GSA upon telephoning the number for accident reporting.
- F. Credit Cards. USARAK agrees to safeguard the US Government Fleet Services Card against potential loss, misuse, and abuse and to pay any charges associated with unauthorized credit card use attributable to Army personnel. General guidelines for safeguarding and reporting loss of the US Government Fleet Services Card are in the vehicle operator's packet provided with every vehicle.

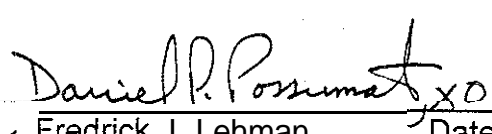
G. Service Problems. USARAK agrees to bring any service problems to the attention of the supporting Fleet Management Center staff, the Fleet Management regional office, or the Fleet Management Division (FBF), Washington, DC 20406. Both agencies shall attempt to resolve service problems at the lowest possible managerial level. Service problems that are not solved at any lower level may be escalated to the ODCSLOG. Department of the Army and the Commissioner, Federal Supply Service, GSA for resolution.

H. Agreement Termination. In the event that service problems cannot be resolved to the mutual satisfaction of both agencies, this agreement may be terminated as indicted below.

1. Termination Procedures. Proposals by the Department of the Army to terminate this agreement shall be submitted by the ODCSLOG, Department of the Army, to the Commissioner, Federal Supply Service, GSA. ODCSLOG and the Commissioner shall negotiate to prevent termination. If agreement is not reached at this level, the Secretary of the Army and the Administrator, GSA shall attempt resolution. In the event that all attempts at resolution fail, the Secretary of the Army shall submit a written termination request, with factual justification, to the Administrator, GSA. If the Administrator, GSA, does not agree with the Secretary of the Army's request; the Office of Management and Budget (OMB) will be requested to make a final and binding decision of the termination action.

2. Reimbursement Procedures. In the event that this agreement is terminated, ODCSLOG agrees to accept reimbursement in an amount equal to the fair market value of the USARAK vehicles at the time of consolidation. Reimbursement may be provided by transferring vehicles or funds equal to the fair market value of the consolidated units: the method of reimbursement shall be at the option of the Department of the Army. The transfer of vehicles or funds, as appropriate, will be subject to the approval of the Director, OMB.


 YVES L. DICUGNO Date
 Director, Fleet Management
 Northwest/Arctic Region 9/11/00
 General Services Administration


 Fredrick J. Lehman Date
 Colonel, U.S. Army
 Garrison Commander 7 Sep 2000
 USARAK